

COONEY & CONWAY, LLP

120 N. LaSalle Street, 30th Floor
Chicago, IL 60602

Contract of Representation
Asbestos Personal Injury Client

We employ and retain the law firm of **COONEY & CONWAY, LLP** and designated co-counsel to represent us as set forth herein.

1. SCOPE OF REPRESENTATION

COONEY & CONWAY, LLP agrees to investigate and evaluate our possible claim or claims, against any asbestos manufacturer, distributor, wholesaler or others who may be liable for personal injuries (if any) suffered by us as a result of exposure by _____ to asbestos-related material.

After the investigation of our claim, **COONEY & CONWAY, LLP** shall have the right to withdraw and cancel this contract if it is unable or unwilling to undertake the contemplated representation.

We understand and agree that the scope of representation herein does not include the filing of any claim for workers compensation coverage or other state or federal employee benefits, or other legal matter, unless specifically described in a separate contract of representation.

If our claim will include an attempt to recover damages based on the death of an individual caused by asbestos exposure, we acknowledge that **COONEY & CONWAY, LLP** is representing the estate of the deceased only for the purpose of pursuing the survival and wrongful death claims.

2. AUTHORITY OF COONEY & CONWAY, LLP

We employ **COONEY & CONWAY, LLP** to take all steps in this matter deemed by them to be advisable for the investigation and handling of our claim, including hiring investigators, expert witnesses and/or other attorneys and filing any legal action necessary. During the term of representation, **COONEY & CONWAY, LLP** is authorized and empowered to vote on our behalf in any bankruptcy proceeding or class action relevant to the scope of this representation.

3. ATTORNEY'S FEES

It is understood and agreed that we are employing **COONEY & CONWAY, LLP** as set forth herein, and that if no recovery is made, we will not owe **COONEY & CONWAY, LLP** for any sums whatsoever as attorneys' fees and costs.

In consideration for legal advice and services rendered and to be rendered by ATTORNEYS we now assign and transfer to **COONEY & CONWAY, LLP** thirty-three and 1/3 percent (33.3%) of any and all recovery, whether made by judgment or compromise prior to judgment; or thirty-three and 1/3 percent (33.3%) of any amounts that may be recovered if the cause is appealed.

We understand that some of the portions of our case may be handled through mass tort actions, court-approved settlements, administrative claims processing, or as a result of bankruptcy proceedings, and that the attorneys' fees to be paid to **COONEY & CONWAY, LLP** in those situations may be as determined or awarded by order of the court or under the provisions of the court-approved settlement or administrative process. The amount of attorneys' fees permitted under such group recovery varies in each instance, and **COONEY & CONWAY, LLP** agrees to be bound by the amount of attorneys' fee awarded by the court or through the administrative claims procedure, but in no event shall attorneys' fees exceed the agreed-upon thirty-three and 1/3 percent (33.3%).

It is understood that all necessary expenses of investigation and prosecution of said claim shall be deducted from the gross recovery after calculation of attorneys' fees. Expenses include airfare, transportation, court reporters, experts, witness fees, exhibits, outside investigators, court filing, summons and subpoena costs, record production charges, video costs and literature search charges. It is specifically understood that expenses for treatment by doctors or hospitals are an expense of client and not attorneys.

4. ASSOCIATE COUNSEL

We specifically authorize **COONEY & CONWAY, LLP** to associate co-counsel if **COONEY & CONWAY, LLP** believes it advisable or necessary for the proper handling of our claim, and expressly authorize **COONEY & CONWAY, LLP** to divide any attorneys' fees that may eventually be earned with co-counsel so associated for the handling of our claim. We understand that the amount of the attorneys' fees which we pay will not be increased by the work of co-counsel associated to assist with the handling of our claim, and that such other associated co-counsel will be paid by **COONEY & CONWAY, LLP** out of the attorneys' fees we pay to **COONEY & CONWAY, LLP**.

5. MEDICARE AND OTHER HEALTH-CARE LIENS

We understand that **COONEY & CONWAY, LLP** may hire separate experts to assist with resolving any health-care providers' reimbursement claims, or liens for medical care related to asbestos-related disease. The expense of any such service shall be treated as a case expense and deducted from our net recovery and shall not be paid out of the law firm's contingent fee.

6. SETTLEMENT DISCUSSIONS/GROUP SETTLEMENT

We will have authority to accept or reject any final settlement amount after receiving the advice of our attorneys. We understand that this suit may be handled as a part of a larger number of cases, which may be aggregated for settlement and/or trial preparation. We authorize our attorneys to enter into aggregate settlement negotiations, and to disclose the amount of our proposed settlement, the nature of our damages, and other factors relevant to evaluation of settlement values to other clients whose cases are included in the aggregate of cases. We also understand that certain expenses will be incurred in a joint effort to handle all cases. We authorize our attorneys to prorate expenses among all the cases in the settlement group.

7. NO GUARANTEE OF RECOVERY

We understand that no guarantee or assurances of any kind have been made regarding the likelihood of success of our claim, but that our attorneys will use their experience in the field of asbestos litigation to diligently pursue our action.

8. CLIENT AUTHORIZATION

Client hereby authorizes **COONEY & CONWAY, LLP** to execute his or her signature of any legal document and/or legal tender necessary to facilitate or prosecute his or her claim.

9. LOCATIONS OF LITIGATION

It is specifically understood by the client that the selection of a forum for litigation of these matters involves risks that change continually regarding the financial condition of perceived responsible parties as well as changing laws within the United States. The client understands and appreciates this changing risk. The client agrees that as a result of the selection of the litigation forum that various defendants may not be pursuable under law.

WE HAVE READ AND UNDERSTAND THIS CONTRACT AND AGREE AS STATED
ABOVE THIS _____ DAY OF _____, 202__.

SIGNATURE

NAME (please print)

SIGNATURE (spouse)

NAME (spouse) (please print)

STREET ADDRESS

CITY STATE ZIP CODE

SOCIAL SECURITY NUMBER

SOCIAL SECURITY NUMBER (spouse)

TELEPHONE

The above employment is hereby accepted upon the terms stated herein:

COONEY & CONWAY, LLP

BY: _____
ATTORNEY

Date: _____